



# Federally-Based Contracts Request for Quotation

**For:** New Jersey Motor Vehicle Commission  
(NJMVC) Mobile Inspection Vehicle (M.C.S.A.P)

Event	Date	Time
Questions Regarding Request for Quote Due Date	5/11/2018	2:00 PM
Request for Quote Submission Due Date	6/1/2018	2:00 PM

Dates are subject to change. All times contained in the Request for Quote refer to Eastern Time. All changes will be reflected in Bid Amendments to the Request for Quote posted on Using Agency website.

Request For Quote Issued By:

State of New Jersey  
Motor Vehicle Commission (MVC)  
225 East State Street – 5<sup>th</sup> FL  
Trenton, NJ 08666

Date: 3/23/18

## Table of Contents

<b>1.0</b>	<b>INFORMATION FOR BIDDERS</b>	<b>4</b>
1.1	PURPOSE AND INTENT	4
1.2	BACKGROUND	4
1.3	QUESTION AND ANSWER PERIOD	4
1.3.1	SUBMISSION OF QUOTES	5
1.4	ADDITIONAL INFORMATION	5
1.4.1	VENDOR (BIDDER) RESPONSIBILITY	5
1.4.2	COST LIABILITY	5
1.4.3	CONTENTS OF QUOTE	5
1.4.4	ELECTRONIC SIGNATURES	6
<b>2.0</b>	<b>DEFINITIONS</b>	<b>7</b>
2.1	CROSSWALK	7
2.2	GENERAL DEFINITIONS	7
2.3	CONTRACT -SPECIFIC DEFINITIONS/ACRONYMS	10
<b>3.0</b>	<b>SCOPE OF WORK</b>	<b>11</b>
3.1	GENERAL SYSTEM REQUIREMENTS	11
3.1.1	SPECIALTY PRODUCTS AND ACCOUNTABILITY	11
3.1.2	DEVIATIONS OR SUBSTITUTIONS	11
3.1.3	MATERIALS AND WORKMANSHIP	12
3.2	CONTRACT SPECIFIC REQUIREMENTS	12
A.	FRANCHISED AND/OR AUTHORIZED FACTORY REPRESENTATIVE	12
B.	MANUFACTURER'S PRODUCT LINE	12
C.	VEHICLE PURCHASE	12
D.	WARRANTY	12
E.	AFTERMARKET INSTALLERS	12
G.	POST-ORDER PRE-PRODUCTION MEETING/PRE-INSTALLATION MEETING AND INSPECTIONS:	13
3.3	VEHICLE SPECIFICATIONS – GENERAL PROVISIONS	14
E.	UNDERCOATING AND FINISH	14
F.	MANUALS	14
G.	TRAINING	15
H.	GUARANTEE/WARRANTY	15
I.	VEHICLE SPECIFICATIONS – TECHNICAL PROVISIONS	15
J.	DIMENSIONS AND CAPACITIES	15
K.	LAB AREA HEIGHT FLOOR TO ROOF – 84" AXLES	16
L.	BRAKES	16
M.	CAB	16
N.	ENGINE/TRANSMISSION	17
O.	FUEL SYSTEM	17
P.	STEERING:	17
Q.	SUSPENSION	17
R.	WHEELS	17
S.	CHASSIS EQUIPMENT	18
T.	ELECTRICAL SYSTEM	18
U.	VEHICLE POWER AND LIGHTING – 120V AC	18
V.	VEHICLE POWER AND LIGHTING – 12V DC	20
W.	BODY	20
X.	CUSTOMIZED INTERIOR CONFIGURATION	21
Y.	CONVERSION – SPECIFICATIONS/EXTERIOR	23
Z.	OPERATIONAL LIGHTING AND SAFETY FEATURES	24
AA.	CLIMATE CONTROL SYSTEMS – OPERATIONS AREA	24
BB.	MISCELLANEOUS	24
CC.	OPTIONAL MANUALS	25
DD.	CONTRACT IMPLEMENTATION	25
EE.	PLACING ORDERS FOR CONTRACT VEHICLES	25
FF.	CONFIRMATION ORDERS	26
GG.	PRE-DELIVERY INSPECTION(S)	26
HH.	DELIVERY AND FINAL ACCEPTANCE	28
II.	WARRANTIES	29

JJ.	WARRANTY REQUIREMENTS.....	29
KK.	MAUNFACTURER'S CUT-OFF DATE.....	30
<b>4.0</b>	<b>QUOTE PREPARATION AND SUBMISSION.....</b>	<b>30</b>
4.1	GENERAL.....	30
4.1.1	FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE.....	31
4.1.2	FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE.....	34
4.1.3	FINANCIAL CAPABILITY OF THE BIDDER.....	35
4.1.4	STATE-SUPPLIED PRICE SHEET.....	35
<b>5.0</b>	<b>SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT.....</b>	<b>37</b>
5.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	37
5.2	CONTRACT TERM AND EXTENSION OPTION.....	37
5.3	CONTRACT TRANSITION.....	37
5.4	CHANGE ORDER.....	37
5.5	CONTRACTOR RESPONSIBILITIES.....	37
5.6	SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S).....	38
5.7	OWNERSHIP OF MATERIAL.....	38
5.8	CONFIDENTIALITY.....	39
5.9	NEWS RELEASES.....	40
5.10	ADVERTISING.....	40
5.11	LICENSES AND PERMITS.....	40
5.12	CLAIMS AND REMEDIES.....	40
5.12.1	CLAIMS.....	40
5.12.2	REMEDIES.....	40
5.12.3	REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	40
5.13	MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC).....	40
5.13.1	INDEMNIFICATION.....	41
5.14	CONTRACT ACTIVITY REPORT.....	41
5.15	ELECTRONIC PAYMENTS.....	42
5.16	PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES.....	42
<b>6.0</b>	<b>QUOTE EVALUATION.....</b>	<b>42</b>
6.1	DIRECTOR'S RIGHT OF FINAL QUOTE ACCEPTANCE.....	42
6.2	STATE'S RIGHT TO INSPECT BIDDER FACILITIES.....	42
6.3	STATE'S RIGHT TO REQUEST FURTHER INFORMATION.....	43
6.4	EVALUATION.....	43
6.4.1	BIDDER'S PRICE SCHEDULE.....	43
6.4.2	QUOTE DISCREPANCIES.....	43
6.5	NEGOTIATION.....	43
6.6	POOR PERFORMANCE.....	44
<b>7.0</b>	<b>BLANKET P.O. AWARD.....</b>	<b>44</b>
7.1	DOCUMENTS REQUIRED BEFORE BLANKET P.O. AWARD.....	44
7.1.1	REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 <i>ET SEQ.</i> .....	44
7.1.2	SOURCE DISCLOSURE REQUIREMENTS.....	45
7.1.3	AFFIRMATIVE ACTION.....	45
7.1.4	BUSINESS REGISTRATION.....	45
7.2	FINAL CONTRACT AWARD.....	45
7.3	INSURANCE CERTIFICATES.....	45
<b>8.0</b>	<b>BLANKET P.O ADMINISTRATION.....</b>	<b>45</b>
8.1	STATE CONTRACT MANAGER.....	45
8.1.1	STATE CONTRACT MANAGER RESPONSIBILITIES.....	46
8.1.2	COORDINATION WITH THE STATE CONTRACT MANAGER.....	46
<b>9.0</b>	<b>STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS.....</b>	<b>46</b>

## **1.0 INFORMATION FOR BIDDERS**

**NOTICE: *The Vendor {Bidder} is advised to thoroughly read all sections and follow all instructions contained in this Request for Quote (RFQ) before preparing and submitting its Quote.***

The Blanket P.O. will be awarded in the State of New Jersey's eProcurement system, [NJSTART \(www.njstart.gov\)](http://www.njstart.gov). The awarded Vendor {Contractor} is advised to read through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page \(http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml\)](http://www.state.nj.us/treasury/purchase/njstart/vendor.shtml) for information.

### **1.1 PURPOSE AND INTENT**

This RFQ is issued by the Motor Vehicle Commission (MVC). The purpose of this RFQ is to solicit Quotes for Mobile Inspection Vehicles to replace MVC's three (3) existing trucks currently utilized to support MVC's Motor Carrier Safety Assistance Program (MCSAP). MVC will replace three (3) trucks throughout the term of any Blanket P.O. resulting from this RFQ.

The intent of this RFQ is to award one (1) Blanket P.O. to that responsible Vendor {Bidder} whose Quote, conforming to this RFQ is most advantageous to the State, price and other factors considered. The State may award any and all price lines. The State also reserves the right to separately procure individual requirements that are the subject of the Blanket P.O. during the Blanket P.O. term, when deemed by the Director of the Division of Purchase and Property (Division and Director respectively) or by the Chief Administrator of the MVC (Chief) to be in the State's best interest.

The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ will apply to all Blanket P.O.s made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

### **1.2 BACKGROUND**

The Motor Carrier Safety Assistance Program (MCSAP) provides assistance to States to reduce the number and severity of accidents and hazardous materials incidents involving Commercial Motor Vehicles (CMV). The goal of the MCSAP is to reduce CMV-involved accidents, fatalities, and injuries through consistent, uniform, and effective CMV safety programs. Investing in appropriate safety programs will increase the likelihood that safety defects, driver deficiencies, and unsafe motor carrier practices will be detected and corrected before they become contributing factors to accidents. The MCSAP also sets forth the conditions for participation by States and local jurisdictions and promotes the adoption and uniform enforcement of safety rules, regulations, and standards compatible with the Federal Motor Carrier Safety Regulations (FMCSR) and Federal Hazardous Material Regulations (HMR) for both interstate and intrastate motor carriers and drivers.

Trucks are specifically designed and solely utilized for MCSAP operations. The current goal is to replace one of the three (3) existing MCSAP inspection trucks beginning in 2018 and replacing the remaining units annually thereafter.

### **1.3 QUESTION AND ANSWER PERIOD**

The Using Agency will electronically accept questions and inquiries from all potential Vendors {Bidders}.

- A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

- B. Each question should begin by referencing the RFQ page number and section number to which it relates.

A Vendor {Bidder} shall submit questions only to the Using Agency designee James.ballard@mvc.nj.gov; Attention: James Ballard, Director Division of Procurement , State of New Jersey Motor Vehicle Commission and to Christopher.Cuccia@mvc.nj.gov; Attention: Christopher Cuccia, Administrative Analyst, Division of Procurement , State of New Jersey Motor Vehicle Commission and in writing. The Using Agency will not accept any question in person or by telephone concerning this RFQ.

The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Vendors {Bidders}, answers to such questions will be issued by Bid Amendment. Any Bid Amendment to this RFQ will become part of this RFQ and part of any Blanket P.O. awarded as a result of this RFQ. Addenda to this RFQ, if any, will be posted to the Using Agency's website.

#### 1.3.1 SUBMISSION OF QUOTES

In order to be considered for award, the Quote must be received by the Using Agency at the designated time and place.

**QUOTES NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE OPENING IS INDICATED ON THE RFQ COVER SHEET.**

**IF THE QUOTE OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE OPENING DEADLINE SHALL BE SHOWN ON THE POSTED BID AMENDMENT.**

#### 1.4 ADDITIONAL INFORMATION

##### 1.4.1 VENDOR {BIDDER} RESPONSIBILITY

The Vendor {Bidder} assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Vendor's {Bidder's} failure to be knowledgeable as to all of the requirements of this RFQ.

##### 1.4.2 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Vendor {Bidder} in the preparation and submittal of a Quote in response to this RFQ.

##### 1.4.3 CONTENTS OF QUOTE

Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know.

After the opening of sealed Quotes, including Quotes submitted electronically, all information submitted by a Vendor {Bidder} in response to a RFQ is considered public information notwithstanding any disclaimers to the contrary submitted by a Vendor {Bidder}. Proprietary and confidential information may be exempt from public disclosure by OPRA and/or the common law. When the RFQ contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Blanket P.O. is announced.

As part of its Quote, a Vendor {Bidder} may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Quote of any such designation should be clearly stated in a cover letter.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Vendor {Bidder} accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. **The State will not honor any attempt by a Vendor {Bidder} to designate its entire Quote and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Vendor's {Bidder's} assertion of confidentiality with which the State does not concur, the Vendor {Bidder} shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Vendor {Bidder}. The State assumes no such responsibility or liability.

A Vendor {Bidder} shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the RFQ has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

#### 1.4.4 ELECTRONIC SIGNATURES

Vendors {Bidders} submitting Quotes electronically may sign the forms required with the Quote, or required before Blanket P.O. award, by electronically typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form.

## 2.0 DEFINITIONS

### 2.1 CROSSWALK

The following definitions will be part of any Blanket P.O. awarded or order placed as a result of this RFQ.

When this Blanket P.O. is awarded in the State of New Jersey's eProcurement system, **NJSTART**, the **NJSTART** terminology listed below will be used

<b>NJSTART Term</b>	<b>Equivalent Existing New Jersey Term</b>
Bid/Bid Solicitation	RFQ/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Vendor	Bidder/Contractor

### 2.2 GENERAL DEFINITIONS

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Addendum** – Written clarification or revision to this RFQ issued by the Using Agency. Bid Amendments, if any, will be issued prior to Quote opening due date.

**Bidder** – An entity offering a Quote in response to the Using Agency's RFQ.

**Business Day** - Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Calendar Day** – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Change Order** – An amendment, alteration or modification of the terms of a Blanket P.O. between the State and the Vendor(s) {Contractor(s)}. A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

**Blanket P.O.** – The Blanket P.O. consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive Quote submitted by a responsible Vendor {Bidder} as accepted by the State, the notice of award, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Vendor {Contractor}, in writing.

**Days After Receipt of Order (ARO)** - The number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

**Director** – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

**Discount** - The standard price reduction applied by the Vendor {Bidder} / Vendor {Contractor} to all items.

**Division** – The Division of Purchase and Property.

**Evaluation Committee** – A committee established or Using Agency staff member assigned by the Director to review and evaluate Quotes submitted in response to this RFQ and recommend a Blanket P.O. award to the Director.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

**May** – Denotes that which is permissible or recommended, not mandatory.

**Must** – Denotes that which is a mandatory requirement.

**No Bid** – The Vendor {Bidder} is not submitting a price Quote for an item on a price line.

**No Charge** – The Vendor {Bidder} will supply an item on a price line free of charge.

**Project** – The undertakings or services that are the subject of this RFQ.

**QRGs** – Quick Reference Guides.

**Quote** – Vendor's {Bidder's} timely response to the RFQ including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the RFQ.

**Request For Quotes (RFQ)** – This series of documents, which establish the bidding and Blanket P.O. requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

**Shall** – Denotes that which is a mandatory requirement.

**Should** – Denotes that which is permissible or recommended, not mandatory.

**Small Business** – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

**State** – The State of New Jersey.



**State Contract Manager (SCM)** – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

**State-Supplied Price Sheet** – the bidding document created by the State and attached to this Bid Solicitation on which the Vendor {Bidder} submits its proposal pricing as is referenced and described in Bid Solicitation Section 4.1.4.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**Subcontractor** – An entity having an arrangement with a Vendor {Contractor}, whereby the Vendor {Contractor} uses the products and/or services of that entity to fulfill some of its obligations under its State Blanket P.O., while retaining full responsibility for the performance of all the Vendor's {Contractor's} obligations under the Blanket P.O., including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Vendor {Contractor}.

**Task** – A discrete unit of work to be performed.

**Unit Cost** – All-inclusive, firm fixed price charged by the Vendor {Bidder} for a single unit identified on a price line.

**Using Agency[ies]** – A State department or agency, a quasi-State governmental entity, or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. procured by the Division. This Blanket P.O. may be used by the Using Agencies or quasi-governmental agencies specifically identified in the Bid Solicitation. In addition, with the approval of the Director of the Division of Purchase and Property and the agreement of the Vendor {Contractor}, the Blanket P.O. may be used by any Using Agency or quasi-State governmental entity.

**Vendor {Bidder}** – An entity offering a Quote in response to the Division's Bid Solicitation.

**Vendor {Contractor}** – The Vendor {Bidder} awarded a Blanket P.O. resulting from this Bid Solicitation.

### **2.3 CONTRACT -SPECIFIC DEFINITIONS/ACRONYMS**

**Authorization Letter** - This means that the distributor has permission to sell the product as specified in the contract

**Cutaway Truck Chassis** - Regular cab configuration limited to a Class 2-4 vehicle typically featuring a van-type front "cab" design. For the purpose of this RFP the cargo/work area of the vehicle must be permanently attached to the van-type cab immediately behind the driver and front passenger seats.

**EFI** - Electronic Fuel Injection

**FMVSS** - Federal Motor Vehicle Safety Standards

**LED** - Light-Emitting Diode

**Manufacturer's Certificate of Origin (MCO)** - A secure document issued by a Manufacturer which establishes ownership of the New Vehicle prior to the New Vehicle or OHV being titled. MCO may be referred to by certain manufacturers as "Manufacturer's Statement of Origin" or "MSO."

**MCSAP** - Motor Carrier Safety Assistance Program

**NEC** - National electric Code

## 3.0 SCOPE OF WORK

### 3.1 GENERAL SYSTEM REQUIREMENTS

The MCSAP vehicle shall be based on a new, current production vehicle. The manufacturer of the vehicle shall have a full parts inventory and a well-established record of equipment support based in the United States. The manufacturer must have a minimum of five (5) years prior assembly, maintenance, and technical support experience within the United States. The vehicle manufacturer, and manufacturer(s) of the equipment specified within this RFQ shall employ a staff based within the United States directly responsible for providing after-the-sale technical support. The vehicle shall include all standard equipment, whether or not specifically called for herein, including the manufacturer's standard warranties as a minimum.

The Vendor {Contractor} must provide a copy of its dealer / distributor / reseller Authorization Letter from the vehicle chassis manufacturer and/or Original Equipment Manufacturer (OEM) or aftermarket equipment manufacturer with each vehicle ordered by MVC. The Vendor {Contractor} must provide its Authorization Letter to the MVC upon Blanket P.O. award resulting from this RFQ, and/or upon request from MVC, in advance of any post-Blanket P.O. award, pre-build conference.

#### 3.1.1 SPECIALTY PRODUCTS AND ACCOUNTABILITY

The Vendor {Contractor} is solely responsible for providing a fully operational Mobile Inspection Vehicle as specified herein at the time of delivery. Aftermarket installation of specialized components and equipment is permitted where necessary to meet the requirements of this RFQ. The Vendor {Contractor} must identify each aftermarket installer utilized and each functional role/purpose described in *Section 4.4.3.1.1*. All equipment and associated warranty, supplier, installer, and personnel designated to support each item must be clearly specified in writing.

The Vendor {Contractor} must notify the State of New Jersey of the status of the Vendor's {Contractor's} manufacturer's authorization and any changes which may occur within the term of a Blanket P.O. resulting from this RFQ.

The Vendor {Contractor} is responsible for assuring its aftermarket installer(s) and all contractual agreements between the Vendor {Contractor} and the aftermarket installers(s). If a Vendor {Contractor} desires to substitute any aftermarket installer(s) listed in the submission, the Vendor {Contractor} must notify the State and provide all required information on the proposed aftermarket installer(s). Subsequent to any State-accepted changes, the Vendor {Contractor} shall revise *the list of aftermarket installers in Section 4.4.3.1.1* with its proposed subcontractor/aftermarket installer(s).

#### 3.1.2 DEVIATIONS OR SUBSTITUTIONS

The Vendor {Contractor} must provide complete and accurate information as required on each price line in a prescribed manner, which shall include make, model, model year and if required, manufacturer's and dealer's options, and installer information.

**No exception shall be permitted to this requirement by the State.**

Vendors {Contractors} are advised not to take any deviations or make any substitutions to the state vehicle specifications.

However, in the event deviations/substitutions are necessary to comply with industry standard, and/or where the Vendor {Contractor} can provide a more cost effective, durable or higher quality equivalent or better upgrade without additional cost to the State, then modifications to the description literature must be listed in *Section 4.4.3.1.5*.

### 3.1.3 MATERIALS AND WORKMANSHIP

Materials used in the manufacturing of the equipment shall be of the best commercially reasonable quality available and typically used for the specified purpose in commercial practice. No used or refurbished parts will be allowed. Manufacturers who have sold used or refurbished equipment to the State under the pretense of new equipment will not be permitted to quote on this Bid Solicitation. All workmanship, welding, and construction shall be of the highest grade possible throughout and in accordance with the best standard practice for the trade.

## 3.2 CONTRACT SPECIFIC REQUIREMENTS

### A. FRANCHISED AND/OR AUTHORIZED FACTORY REPRESENTATIVE

The Vendor {Contractor} must be a franchised and/or authorized factory representative, able to furnish the specified vehicle. Dealers or agents submitting a Quote may be required to submit a letter of certification from the manufacturer whose product is supplied, certifying that the dealer or agent is authorized by the manufacturer to supply the vehicle specified. The State reserves the right to request such certification and to require that such certification be delivered within five (5) working days from the time it is requested. It will be the responsibility of the manufacturer to notify the State of New Jersey of any changes in the status of the Vendor's {Contractor's} franchise.

### B. MANUFACTURER'S PRODUCT LINE

The vehicle supplied must be standard manufacturer's product line available to the general public. The Vendor {Contractor} shall provide a new vehicle only. No used vehicle will be accepted.

### C. VEHICLE PURCHASE

This RFQ is for the outright purchase of the contract vehicle only; leasing of the contract unit or trade-in against the purchase of the contract unit is not permitted.

### D. WARRANTY

The Vendor {Contractor} shall ensure that the manufacturer whose product is supplied has a servicing dealer or service location to provide warranty and recall service and/or repair, located within 25 miles from Trenton, New Jersey, deemed to be reasonable by the State. The servicing dealer or location must stock a full range of new spare parts for all vehicles serviced and must be capable of delivering regularly stocked parts within twenty-four hours of order. All parts, including special orders, must be delivered within seventy-two hours of order. The Vendor {Contractor} may use an aftermarket installer's location to satisfy this requirement, provided this is disclosed in the Quote. As stated in Section 3.2.E, any use of aftermarket installer(s) shall not relieve the Vendor {Contractor} of its obligations under the Blanket P.O. established as a result of this RFQ.

All components of each vehicle supplied under the Blanket P.O. established shall be identical, for example, alternators, filters, distributors, etc.

### E. AFTERMARKET INSTALLERS

The Vendor {Contractor} will be permitted to use aftermarket installers. Any intent to utilize aftermarket installers should be described in Section 4.4.3.1.1 with a list of aftermarket installer(s), other than the prime vehicle manufacturer, who will supply or install all aftermarket options required. If the Vendor {Contractor} is a dealer or distributor for the aftermarket equipment, the Vendor {Contractor} must so state in Section 4.4.3.1.1. Vendor {Contractor} shall remain solely responsible for the equipment, installation and warranty.

The Vendor {Contractor} is responsible for assuring aftermarket installer(s)' compliance with all terms and conditions of the RFQ. The Vendor {Contractor} will assume sole responsibility for any payments due the aftermarket installer(s). Nothing contained in the RFQ shall be construed as creating any contractual relationship between any aftermarket installer(s) and the State.

The State reserves the right to approve the use of aftermarket installer(s) and all contractual agreements between the Vendor {Contractor} and the aftermarket installer(s).

**F. SUBSTITUTE AFTERMARKET INSTALLER(S)**

If, subsequent to a Blanket P.O. award, a Vendor {Contractor} desires to substitute any aftermarket installer(s) listed in the Quote, the Vendor {Contractor} will so notify the State and provide the information on the proposed aftermarket installer(s) required by Section 4.4.3.1.1. The State reserves the right to reject any proposed substitute aftermarket installer(s).

The State reserves the right to demand from the Vendor {Contractor} the same information regarding any aftermarket installer(s) as is required from the Vendor {Contractor} under this RFQ. The Vendor {Contractor} should provide complete information on aftermarket installer(s) in Section 4.4.3.1.1.

**G. POST-ORDER PRE-PRODUCTION MEETING/PRE-INSTALLATION MEETING AND INSPECTIONS:**

The Vendor {Contractor} shall coordinate and attend a post-order pre-production meeting, if required by the MVC, at a location convenient to the MVC, to provide all necessary information prior to building any prototype vehicle or scheduling the production.

Only after the post-order meeting, if required by the MVC, and subsequent approval from the MVC shall the Vendor {Contractor} begin the production.

The Vendor {Contractor} shall coordinate with the MVC for a pre-paint inspection for each vehicle ordered, if required by the MVC.

The State reserves the right to inspect the Vendor's {Contractor's} and/or aftermarket installer(s)' and/or Vendor's {Contractor's} facility. This provision applies during the proposal evaluation period, the Blanket P.O. term and any extension(s) thereof.

**H. PRE-ACCEPTANCE INSPECTIONS**

The MVC reserves the right to inspect the vehicle at the Vendor's {Contractor's} facility or require that the Vendor {Contractor} make the vehicle available for inspection at agency MVC designated site. If, during inspection at the agency site, it becomes apparent that corrections/alterations must be made to the vehicle to comply with the Blanket P.O. specifications which cannot be accomplished at the MVC facility, the vehicle will be rejected and the Vendor {Contractor} must transport the vehicle to its facility at no expense to the agency. After the Vendor {Contractor} corrects the deficiencies, it must re-deliver the vehicle to the MVC for re-inspection at the expense of the Vendor {Contractor}. For further pre-delivery inspection(s) and pre-acceptance requirements, refer to Section 3.3DD of this RFQ.

For all inspections performed at the Vendor's {Contractor's} site, the Vendor {Contractor} must provide a service bay and personnel in the repair shop to facilitate the inspection of the vehicle.

The final inspection and acceptance of the vehicle shall occur at the MVC.

## I. OEM EQUIPMENT/PARTS

All of the standard and optional equipment/parts provided shall be original equipment manufacturers items when available.

### 3.3 VEHICLE SPECIFICATIONS – GENERAL PROVISIONS

**Vendors {Contractors} must provide all information regarding Deviations or Substitutions to these specification in the spaces provided in Section 4.4.3.1.5.**

**IMPORTANT NOTE:** Each vehicle shall be completely assembled, serviced and ready for use when delivered to the MVC. Unless otherwise specified; any parts, components, equipment, controls, materials, features, performances, capacities, ratings or designs needed to complete a vehicle shall be furnished with each vehicle whether specifically required herein or not. The Vendor {Contractor} shall supply any item not specified herein but deemed necessary for full functionality, purpose and/or application of any component of, and/or the vehicle itself. The Vendor {Contractor} must meet Industry Standards & Practices, appropriate NJ State and Federal Safety Standards, Regulations, Society of Automotive Engineers (SAE) and other applicable standards. Unless otherwise specified, the Vendor {Contractor} shall not delete any manufacturer's standard item using aftermarket option.

**No exception shall be permitted to these noted requirements.**

- A. Each vehicle shall be delivered with at least ½ tank of fuel;
- B. Each vehicle furnished must be protected to -20 degrees F, with a permanent type anti-freeze;
- C. Vehicles provided shall be manufacturer's base model with all necessary upgrades and/or accessories required by and specified within this RFQ. All accessories shall be supplied and installed by the manufacturer. Dealer installation is permitted only if factory installation is not available; and
- D. Vehicle paint color: Manufacturer's standard white. All painted surfaces must be finished in the same color.
- E. UNDERCOATING AND FINISH

The frame, fenders, underbody, cab, etc., except driveshaft, exhaust system, and other mechanical components must be completely undercoated. Undercoating must be composed of a non-volatile base, grit and abrasive free material, dispersed in a petroleum solvent, which shall provide a homogenous formulation. All undercoating must be applied to a uniform thickness with no bare spots.

## F. MANUALS

The Vendor {Contractor} shall provide one (1) build sheet for each vehicle listing its components. A vehicle build sheet shall include all assembly systems and/or components required for full functionality of the MCSAP vehicle as specified within this RFQ. The Vendor {Contractor} must provide design, operation and maintenance manuals for each vehicle including assembly systems and/or components necessary to the construction, purpose and operation of the MCSAP vehicle. The Vendor {Contractor} shall also include any other design, operation and maintenance manuals not specified above, but necessary to the full functionality of the MCSAP vehicle as specified such as:

1. Hydraulic pump and hydraulic systems;
2. Engine, drives and chassis;
3. Transmission;
4. Electrical system;
5. Lubrication system;
6. Body;
7. Generator;
8. Air Conditioner and heater; and
9. Lights.

The manuals must be delivered to the MVC State Contract Manager (SCM) upon delivery of the vehicle. Failure to supply the manuals may delay approval of invoices for payment.

The manuals are required and must be supplied to the MVC by the Vendor {Contractor} with each MCSAP vehicle purchase and shall not be viewed, or considered as part of the “optional manuals” specified in Section 3.3.Z.

#### G. TRAINING

Vendor {Contractor} must submit a complete instruction manual on the operation and maintenance of each vehicle and a demonstration of the operation of the unit shall be given by the Vendor {Contractor}, as requested by the MVC. Training must include operator training with instruction on proper operation of the vehicle, safety, and basic preventive maintenance. This Vendor {Contractor} provided demonstration shall be a formal training session coordinated between MVC and the Vendor {Contractor}, and conducted within six (6) weeks of delivery of the first vehicle. The training session shall be conducted at either the location of delivery or at an alternative location within the State of New Jersey, as specified by the MVC.

#### H. GUARANTEE/WARRANTY

The Vendor {Contractor} must guarantee that the vehicle and all its component parts comply with the current, applicable Federal Motor Vehicle Safety Standards (FMVSS) and New Jersey State Motor Vehicle Code Regulations, perform their functions adequately, and operate successfully without undue wear or vibration. The Vendor {Contractor} shall immediately replace and install free of charge any part that may break or fail by reason of defective material or workmanship within a period of one (1) year from the date of acceptance by the MVC. The Vendor {Contractor} must maintain a supply of component parts for the expected life of the unit. The Vendor {Contractor} shall provide complete information on warranty coverage in Section 4.4.3.1.3.

The Vendor {Contractor} must supply the Manufacturer’s Certificate of Origin (MCO) at the time of delivery.

#### I. VEHICLE SPECIFICATIONS – TECHNICAL PROVISIONS

1. A 14,500 lb. GVWR cutaway cab and chassis, shall provide the base vehicle platform for the truck, for use in MCSAP inspections.

#### J. DIMENSIONS AND CAPACITIES

1. GVWR – 14,500 lb.; and
2. Wheelbase – 176” minimum;;

BELOW DIMENSIONS ARE FOR THE BASE VEHICLE PRIOR TO THE ADDITION OF EQUIPMENT OR OPTIONS;

3. Exterior. Overall Length – 26’;
4. Exterior. Overall Width – 96”;
5. Exterior. Overall Height – 121.0;
6. Work Area Length – 204”;
7. Lab Area Width – 91”.

K. LAB AREA HEIGHT FLOOR TO ROOF – 84” AXLES

1. Front Capacity – 5,000 lb. GVWR;
2. Rear Capacity – 9,500 lb. GVWR; and
3. Top Speed – Must be able to obtain Highway speed of 65 Mph fully loaded.

L. BRAKES

1. Power Disc Brakes – 4 Wheel Anti-Lock system must be provided.

***Brakes must incorporate manufacturer’s standard or optional non-asbestos-type brake linings.***

M. CAB

1. Type – Cutaway van style or pass-through style cab;
2. Capacity – Two (2) personnel.
3. Seats –FMVSS approved driver and passenger bucket-type seats with seatbelts. Installation of box body / command workstation area must not impede the use of the seat and seatbelts. The seats must have full forward and reverse travel of seat pedestal;
4. Cab components must include a finished and fitted front bumper and grille (chrome finish preferred), tinted safety glass windshield and side windows, internal door locks on all doors and external keyed locks;
5. All doors must have safety latches;
  - a. Two (2) complete sets of keys must be supplied with ignition and doors keyed alike;
6. Vendor {Contractor} must provide and the base vehicle cab shall include the following features as standard equipment for each MCSAP vehicle:
  - a. Variable speed windshield wipers with automatic and manual windshield washer capability and controls, electric horns (dual horns preferred), dual sun visors, dome light, dual armrests, ventilators, light switches, full insulated headliner, AM/FM radio with CD and Global Positioning System (GPS), digital lock, audio input jack and two (2) speakers;



- b. Gauges/Indicators – Ammeter or voltmeter, oil pressure, water temperature, fuel, speedometer, odometer and engine hour meter. All gauges are to be calibrated in respective units;
- c. Outside Rearview Mirrors – Dual telescopic side mirrors, one of each side of the cab. The side rearview mirrors shall clear the width of the body;
- d. Windshield Wipers – Left and right
  - i. Type – Two (2) speed heavy-duty windshield wipers with intermittent and adjustable speed feature;
  - ii. Capacity – Windshield wiper system must effectively provide clear through-the-windshield visibility under all inclement weather conditions including a continuous snow load;
- e. Heater and Defroster – Heavy duty, fresh air heater and defroster;
- f. Factory Installed – Tilt steering wheel, power steering, cruise control, air conditioning, running boards and/or steps – diamond Plate 1/8 inch, two step, step saver stepwell. Outside grab handles, no less than five (5) grab handles shall be installed at all body doors; and
- g. Mud Flaps – To be mounted in back of rear wheels. Mud flaps must not display any advertisement and shall not obscure taillights in any way.

N. ENGINE/TRANSMISSION

LITRE E.F.I. V-10 GASOLINE ENGINE WITH A SIX (6) SPEED AUTOMATIC TRANSMISSION OR BETTER. VENDOR {CONTRACTOR} MUST PROVIDE FULL SPECIFICATIONS FOR ENGINE, TRANSMISSION AND COOLING SYSTEM:

- 1. Cooling system must be capable of maintaining safe engine and transmission operating temperatures over extended daily use, including any necessary idling periods.

***Increased cooling capacity radiator and clutch type fan with long-life coolant are typically required for routine vehicle operations.***

O. FUEL SYSTEM

- 1. Fuel Tank Capacity – Fifty-five gallons minimum.

P. STEERING:

- 1. Power steering, tilt wheel.

Q. SUSPENSION

- 1. Independent front suspension, twin-L-beam, coil spring preferred; and
- 2. Heavy-duty front and rear shock absorbers

R. WHEELS

- 1. Six (6), 8 (eight) - hole disc 6.0-K;
- 2. Dual rear wheels;

3. Radial tires LT225/75RX16E BSW A/S;
4. Seven (7)wheels (includes spare);
5. Stainless steel chrome wheel simulators preferred as standard equipment for all visible wheels;
6. Tire load rating must meet or exceed the GVWR requirement; and
7. Manufacturer's recommended tire pressure must be stenciled in black paint over each tire on the fender or body in 1" high letters. Spare tire must be included and mounted on spare rim.

S. CHASSIS EQUIPMENT

1. Cross type tire wrench;
2. Hydraulic jack of ample capacity;
3. Emergency warning triangles, to meet FMVSS No. 125; one set of three (3) triangles packed in storage case;
4. One (1) 10lb. dry chemical fire extinguisher 10 B.C. rated. Extinguisher and mounting brackets should be shipped loose;
5. Ten (10) person First Aid Kit packed in a metal or plastic case; and
6. Chassis equipment shall be mounted where designated by MVC designee.

T. ELECTRICAL SYSTEM

1. Alternator – 155 AMP;
2. Batteries – Maintenance free 58 Ampere Hour 650 CCA (minimum) main battery;
3. Heavy-duty auxiliary maintenance-free battery; and
4. Batteries must be housed in a sturdy, non-corrosive material box and must be easily accessible.

U. VEHICLE POWER AND LIGHTING – 120V AC

1. The electrical system shall be split phase configuration with two (2) load legs at 120 volts AC each (L1 and L2) plus neutral (N) and ground (G). This configuration shall allow connection of 240 volt AC devices fed directly off L1 and L2. All primary lead wiring shall be sized according to National Electrical Code (NEC) for a minimum of 30 amp service per load leg. Proper code-compliant workmanship must be followed in all wiring systems and specifically from all power sources to ensure the proper phase relationship throughout the system. Final power distribution shall be load balanced within 10%;
2. All wiring must conform to NEC article 551.47. Vendor {Contractor} must support all Vendor {Contractor}-installed wiring on 12" centers, protected from metal edges through the use of grommets, loom, sleeves or other approved protective material. All Vendor {Contractor}-installed wiring shall follow a consistent color coding, visibly

tagged at connection points. All connection points and junctions shall be within an appropriate, approved vehicle enclosure. All wiring must be properly connected to terminals and/or connectors. All under vehicle exposed second stage Vendor {Contractor}-installed wiring shall be protected within conduit or junction boxes;

3. Vendor {Contractor} must provide with each vehicle a comprehensive, accurate wiring ledger and schematic listing and identifying all vehicle circuits;
  - a. Transfer Switch – One (1) neutral breaking automatic transfer switch must be installed in each vehicle. Transfer switch contact load rating shall be a minimum of 50 amp. Transfer switch shall default to the shore power connection and automatically transfer loads to the generator when unit is started;
  - b. Shore Power – One (1) shore power 30 amp-120/240 volt four (4) wire power input with corrosion resistant spring loaded cover designed for use in damp and wet locations;
  - c. One (1) 30 amp-120/240 volt four (4) wire shore power connection cord, 25' minimum length with locking connector;
  - d. One (1) 30 amp four (4) wire to 20 amp three (3) wire adapter shall be provided for battery charging;
  - e. Breaker Boxes – Two (2) NEC article 551.30 and 551.31 compliant service entrance circuit breaker boxes with trip-type resettable circuit breakers;
  - f. One (1) panel board circuit breaker box with trip-type resettable circuit breakers (fuse protection not acceptable). Boxes installed in accordance with NEC article 551-45. All branch circuits shall be protected against overcurrent in accordance with NEC article 551-45 and;
  - g. Outlets – Three (3) weather and corrosion resistant exterior mounted GFI protected 120V AC duplex outlets, with spring loaded covers rated for continuous all-season exterior use:
    - I. Two (2) mounted at rear of vehicle,
    - II. one (1) passenger side;
    - III. one (1) driver side; and
    - IV. One (1) mounted within rear storage area.
  - h. Three (3) interior duplex outlets are to be supplied at the workstation areas;
  - i. Two (2) six (6) position (minimum) power strips must be supplied and mounted above the larger workstations on the driver and passenger side located in Section 3.4.17;
  - j. Lamp Assembly – Two (2) LED twist lock tri-pods, full size, heavy duty, moisture, corrosion and galvanic corrosion resistant, led assemblies capable of supplying 16,000 – 20,000 lumens or greater with 5-90 degree angle optics. LED light head must be mounted to the bulkhead in the rear storage area of the vehicle. Each group of two (2) side lights and two (2) rear mounted lights switched separately;
  - k. Generator – One (1), not less than 7,000 watt Electronic Fuel Injection (EFI) commercial/industrial generator installed in compliance with NEC article 551.30. Generator output capacity must support not less than two (2) load legs at 29.2

amp minimum service each with a minimal capacity of 58.4 amps. All components used in the installation must be heavy duty commercial/industrial rated and designed for extended operation in severe weather and extreme use conditions. Recreational vehicle or other non-commercial rated components will not be accepted. Generator shall be mounted on a slide-out locking tray and must include a dedicated, independent starting battery per manufacturer's recommendation. All installations will be to industry standards;

- I. A solid state isolation circuit (160 amp minimum rating) shall be installed between vehicle battery/alternator and generator battery for charging purposes; and
- m. Generator fueled from vehicle fuel tank.

#### V. VEHICLE POWER AND LIGHTING – 12V DC

1. All Vendor {Contractor} -installed 12V DC wiring must be NEC Article 551.47 compliant. Additionally, DC wiring must be uniquely color coding with identification tags installed for individual circuits;
2. Vendor {Contractor} must supply one (1) Auxiliary fail-over battery with ample starting capacity for operating vehicle, generator and 12V accessories;
3. The 12V DC power of the vehicle shall be provided by either the auxiliary vehicle battery or the one (1) on-board installed 12V DC power converters, 80 amp electronic power converters with built-in battery charger;
4. A solid state isolation circuit (160 amp minimum rating) shall be installed between vehicle battery/alternator and auxiliary battery;
5. One (1) fully automatic battery charger/converter with a minimum capacity of 40 amps is required. Engine and generator batteries shall be re-charge capable whenever the vehicle is connected to shore power or when generator is operating;
6. Individual circuit fuses must be installed within a protected housing and shall be accessible without the use of tools;
7. Four (4) 4K white LED lights, 4" round with stainless steel trim ring may be preferred; and
8. Ten (10) recessed 4K white, high intensity light fixtures, approximately 6"x17.5", 42 LED elements (minimum).

#### W. BODY

Storage Attic – Approximately 91" wide x 24" high x 36" deep extending from front of body over vehicle cab.

1. Dimensions:
  - a. Minimum work area length – 17';
  - b. Minimum interior height – 84"; and
  - c. Load space width – 91".
2. Walls:
  - a. .040 pre-painted and clear coated smooth aluminum side panels matching vehicle cab;
  - b. 5" minimum fiberglass cab to body extension; and
  - c. Solid humbuckle riveting of walls.

3. Corners:
  - a. All steel galvanized rear posts and headers;
  - b. Galvanized wall posts on 16" centers;
  - c. Welded and reinforced all steel rear corners; and
  - d. Aero dynamic wind deflector and corner posts.
4. Roof – One (1) piece aluminum roof.
5. Flooring – Dense pine sub flooring. Minimum construction must be 2" x 6" planking.
6. Side Body Door – 32" wide passenger side sedan door with window. Diamond plate, two (2) step, step saver well is preferred for durability and ease of access. Vendor {Contractor} must specify diamond plate material thickness Side door hardware must include a commercial grade, two-point latching system with interior and exterior grab handles installed on each door.
7. Rear Doors – Two (2), 30" wide doors at rear of body with three (3) position bar lock with padlock accommodations. No windows in rear doors.
8. Inside of all doors lined with aluminum sheet metal skins, minimum thickness .040".
9. Rear Bumper – Full width rear step bumper with heavy duty, non-slip, and abrasive-grip finish bed liner material applied.
10. Exterior Lighting – FMVSS108 compliant recessed, spliceless exterior lighting.

#### X. CUSTOMIZED INTERIOR CONFIGURATION

1. Operations Area interior shall have the following minimum cabinetry, features and equipment. All required items must be included. Vendor {Contractor} must provide, a minimum of three (3) layout drawings prior to construction. Required views include overhead view, passenger side elevation, driver side elevation, and any additional views necessary to accurately depict the floor plan of the vehicle;
2. A Sliding bulkhead door is installed between the cab and rear work area of the vehicle. Door is equipped with latch. When door is open, vehicle features direct walk through Access/Entrance from the cab to the operations area;
3. 22" x 36" window with screen section and privacy curtains installed in passenger side wall and aft of the side access door;
4. All vehicle wall and ceiling areas insulated with automotive type fibrous batting secured in place via a sprayed-on adhesive;
5. Walls and ceiling finished in Fiber Reinforced Plastic (FRP) surfaced fiber substrate panels with white pebble grain finish. Panels secured to vehicle ribs via industrial grade aluminum rivets. General wall areas finished in pebble grain FRP laminate;
6. Contour formed fabric finished aluminum panels provided for access to installed operations area wiring. Aluminum panels to be fabric finished and be provided around entire perimeter of operations area;
7. A solid wall partition of the same FRP finish as the other interior walls is installed approximately six feet (6) in from the rear doors. Partition separates the rear storage area of the vehicle from the front operations area of the vehicle;
8. Floor in the operations area of the vehicle is leveled with minimum ½" exterior grade AC rated plywood attached to vehicle sub floor with screws spaced no more than 12" apart. Plywood

is coated with adhesive (as recommended by flooring manufacturer) and finished in a seamless industrial rubberized flooring. All edges capped with aluminum trim attached with counter sunk screws;

9. Flooring in the rear storage area will be aluminum diamond plate applied over the commercial body subfloor. Recessed in the diamond plate flooring will be D-cup strap / securing points utilized to secure department supplied vehicle ramps;
10. All storage cabinets will be constructed with minimum .060 thick 3003-H14 aluminum. heavy duty storage cabinets to feature welded tubular steel framing of 1" X 1" X .060 and 1" X 2" X .060 seamless tube;
11. Cabinets to have an industrial, baked on, polyurethane paint or powder coat finish. All metal cabinets are to be degreased in a trichloroethylene vapor wash, thoroughly dried, and undercoated with phosphoric etch primer;
  - a. Final polyurethane paint finish to be applied in two (2) coats (minimum) with final texture coat applied to a minimum two (2) mil thickness;
  - b. Cabinet finish is to be baked-on in a convection type industrial oven at 160 degrees F (minimum);
  - c. Two (2) floor mounted cabinets to be provided on driver side of vehicle cabinets to be equipped one (1) adhesive laminate or steel finished door each. Doors are equipped with vise action positive latching mechanisms with an adjustable grip range of 1.53" to 2.15";
  - d. Adhesive laminate or steel finished doors to be mounted to steel frame of cabinets via adjustable blind hinges recess mounted in doors for strength; and
  - e. All hardware utilized for vehicle cabinetry is to be heavy duty and designed for mobile applications. General light duty, home or decorative hardware is not acceptable. Top surface of cabinets to be finished with counter top laminate work surface.
12. Four (4) 36" wide X 12" high X 12" deep aluminum wall mounted cabinet modules. Tapered front face design equipped with two (2) piece sliding smoked plexiglas doors mounted in clear anodized aluminum tracks. Doors equipped with high strength magnetic latch and recessed chrome plated finger cup;
13. Two (2) combination two (2) drawer file cabinets of welded steel tubular frame and aluminum panel construction;
  - a. Cabinets shall feature one (1) box drawer and one (1) file drawer. Finger-joint baltic birch or equivalent plywood construction is required;
  - b. Drawers must be secured to frame with full extension, detent closure and ball bearing slides;
  - c. Drawer faces shall be finished with adhesive laminate or steel and include positive latching mechanisms; and
  - d. Aluminum panel finish and adhesive laminate or steel colors must match all other vehicle cabinetry.
14. Three (3) adhesive laminate or steel (or equivalent durable surface) finished work counters shall be provided by the Vendor {Contractor}. Work counter / front operations desk located on driver side of operations area must be mounted to welded tubular steel frame capable of supporting 350 pounds. Adhesive laminate or steel finish of counter and paint finish of framing must be color coordinated with other vehicle interior cabinet finishes;
15. The second work counter / operations desk shall be located on driver side, mounted aft of side entry door and expanded over the rear mounted file cabinets;
16. The third work counter must be mounted on top of floor mounted cabinets;
17. Two (2) adjustable 300lb capacity, five (5) caster swivel base office chairs with arm rests must be secured in place during transit. One (1) chair for each operations desk;

18. Approximately four (4) linear feet (minimum) of bench seating with storage beneath shall be provided on the driver side of the operations area. Bench seats supplied with pebble grain FRP front panels;
19. 7" high kick plate of 1/8" Diamond Plate aluminum installed along bottom edge of bench seat. Bench seat tops with a minimum of 3" thick foam padding covered in automotive fabric finish. Bench fabric cover must be secured in place over plywood panel with continuous heavy duty staples along entire perimeter of top. Tops secured in place to bench frame via velcro fasteners;
20. Back rests of same type construction as seat tops. Back rests secured to wall areas above bench seat pads;
21. Rear Storage area of vehicle shall be equipped with two (2) open shelf storage cabinets. Cabinets must be designed to securely contain typical operational equipment utilized by MVC personnel including, but not limited to mechanics creeper, additional traffic cones, etc. Vendor {Contractor} design must be depicted in required layout drawings. Final design approval will be required by the MVC designee; and
22. Rear partition wall in storage area must be equipped with recessed D-ring retention / securing rings to provide additional storage capabilities for MVC supplied equipment.

#### Y. CONVERSION – SPECIFICATIONS/EXTERIOR

1. Generator compartment access door manufactured of not less than .090 3032 aluminum sheeting with channel bend ends all sides. Box pan frame to include 45 degree chamfer corners mounted with stainless steel hardware;
2. Generator door must be mounted to frame at lower edge with stainless steel continuous piano hinge. Door must secure in a closed position. Generator door should include a lockable compression latch, corrosion resistant 302 stainless steel or better tension spring and adjustable grip range of approximately 1.5" to 2.25". Non-adjustable slam type latches and locks are not acceptable;
3. Sedan type side access door passenger side of vehicle. Aluminum diamond plate side entry steps with door operated step lights equipped with an override switch. Step surfaces to be treated with anti-skid or bed liner material with abrasive grip finish;
4. Two (2) exterior mounted storage boxes constructed of minimum .125" 5052-H32 brushed satin #2 finish marine grade aluminum. One (1) storage box mounted on driver side and one (1) storage box mounted on passenger side of vehicle. Both storage boxes sized (width) to optimize available space. All storage boxes are 19" D x 12" H;
  - a. Box pan door construction mounted over interior integral rain gutter. Door mounted with .070 (minimum) thick stainless steel hinge with 1/4" pin and 3/8" (maximum) knuckle;
  - b. Stainless Steel two (2) point securing T-handle with lock; and
  - c. All mounting hardware to be stainless steel.
5. A traffic cone storage bracket will be mounted to the rear step bumper;
6. Custom computer generated reflective vinyl lettering and mid-stripe to match existing MVC colors and layout. MVC supplied door decals and/or logos will be provided for factory installation. MVC to provide required wording. Vendor to provide computer generated lettering layout for approval. Examples to be provided by MVC utilizing industry standard cyan, magenta, yellow, and black color values and requested sizes (see attached drawings); and
7. Chevron type conspicuity tape will be applied to the rear of the vehicle and outline the rear edges.

## **Z. OPERATIONAL LIGHTING AND SAFETY FEATURES**

1. Six (6) flush mounted LED floodlights with five (5)-90 degree angle optics, each with group of two (2) side lights and group of two (2) rear mounted lights switched separately. Each lamp assembly shall be heavy duty, moisture, corrosion and galvanic corrosion resistant, LED assemblies capable of supplying 16,000 – 20,000 lumens or greater;
2. Two (2) grill mounted, LED flashing lights;
3. Six (6) flashing LED warning lights. One (1) red or blue LED flashing warning lights. Light size to be approximately 2" high by 4" long and mounted on each front fender, one (1) mounted on each front lower corner of body and one (1) mounted on each rear lower corner of body. Color distribution to be determined by manufacturer and final approval of configuration by MVC designee;
4. One (1) rear roof mounted eight (8) segment or better traffic advisor light mounted above rear doors;
5. Audible Back-up Alarm:
  - a. Sealed solid state electronics;
  - b. Durable glass reinforced nylon design - must withstand steam cleaning; and
  - c. 97db, 6-36V DC range.
6. Rear Observation System with Audio:
  - a. Rear/reverse digital camera back-up system with audio;
  - b. Liquid Crystal Display (LCD) monitor, 7-1/8"W x 4-3/4"H x 1"D;
  - c. Commercial grade housing equipped with easy touch back-lighted buttons;
  - d. Infrared wide-angle camera (18 infrared emitters), high-grade microphone within camera;
  - e. On-screen function menus are user friendly; and
  - f. Full function remote.

## **AA. CLIMATE CONTROL SYSTEMS – OPERATIONS AREA**

1. One (1) 13,500 BTU rated roof-mounted air conditioner. Vehicle roof reinforced via welded tubular steel framing;
2. Forced air heating systems fueled from vehicle fuel tank delivering up to twenty hours of heat per gallon of fuel. Variable output from 3,100 BTU/Hr. to 7,000 BTU/Hr.; and
3. Two (2) 120-volt AC, 1500 watt space heaters with internal fans and automatic thermal safety switches shall be provided.

## **BB. MISCELLANEOUS**

All features listed below must be located and where required, installed by the Vendor {Contractor} (optional equipment listed):

1. Two (2) ABC rated 5lb. fire extinguishers in spring loaded vehicle mounts;
2. One (1) smoke detector/alarm;



3. One (1) carbon monoxide alarm;
4. One (1) hand rail mounted at each entrance door;
5. One (1) wall-mounted dry erase board. Unit to measure 36" wide x 24" high (minimum). Board to be mounted over driver-side operations desk;
6. One (1) power outlet to supply power for an (optional) under-counter mount microwave oven with one (1) cubic foot minimum capacity and 850 watt minimum power; and
7. Additional power outlet to supply power for an (optional) one (1) 12 cup coffee maker.

#### CC. OPTIONAL MANUALS

Vendor {Contractor} shall provide one (1) set of parts, service and operation and maintenance manuals for each and every assembly system and/or component that makes up the vehicle shall be provided as follows:

1. One (1) set of parts manuals (illustrations and text) bound or with binders, or on CD-ROM, if unavailable bound;
2. One (1) set of complete shop repair (factory service) manuals bound or with binders or on CD-ROM, if unavailable bound;
3. One (1) set of complete operation and routine maintenance manuals; and
4. One (1) set of electrical schematics.

#### DD. CONTRACT IMPLEMENTATION

In the event of manufacturer's price decrease and/or model rebate during the Blanket P.O. period, the State shall receive full benefit of such price reduction on any subsequent order placed during the Blanket P.O. period, in accordance with Section 6.1 (price fluctuation during the Blanket P.O. of the New Jersey Standard Terms and Conditions. The State reserves the right to request any information on price concessions, price reductions, monetary benefits, rebates or any promotional programs offered by the manufacturer, and verify the information provided by the Vendor {Contractor} with the manufacturer or any third party any time during the term of the Blanket P.O. The Vendor {Contractor} must notify the State, in writing, of any price reduction or rebate within five (5) days of the effective date. In an exceptional situation, the State may consider a minimal price increase, in which case the Vendor {Contractor} shall provide a detailed justification, including manufacturer's and/or aftermarket installer's certification, two (2) sets of applicable Industry indices, one at the time of Blanket P.O. establishment and the other at the time of the price increase proposal, and any other information required for thorough and complete economic analysis.

#### EE. PLACING ORDERS FOR CONTRACT VEHICLES

1. This term Blanket P.O. does not permit users to order any option that is not specified in this RFQ;
2. The Vendor {Contractor} shall not substitute any item (part, component, equipment, feature, accessory, material, performance, capacity, rating, design or control), which is a part of the Blanket P.O. vehicle without written authorization to do so from the Procurement Bureau;

3. During the Blanket P.O. period, no change is permitted in any terms or conditions unless the Vendor {Contractor} receives written approval from the Procurement Bureau;
4. No dealer's accessories or options, or any other purchases which are not specified in this RFQ shall be offered;
5. Trade-ins are not permitted under the term Blanket P.O. established as a result of this RFQ; and
6. Leasing of vehicles is not permitted under the term Blanket P.O. resulting from this RFQ.

**An offer to sell a non-Blanket P.O. vehicle against two (2) or more purchase orders, one for the Blanket P.O. vehicle and one or more for non-Blanket P.O. items, constitutes a serious violation of the Blanket P.O. and may be the basis for termination of the Blanket P.O. and may disqualify the Vendor {Contractor} from award of future State Blanket P.O.s.**

#### **FF. CONFIRMATION ORDERS**

1. Purchase order confirmation must be submitted to the MVC for each order accepted, to the attention of the contact person stated in the purchase order;
2. The Vendor {Contractor} must provide the order confirmation promptly following factory order entry;
3. Order confirmation shall mean that the Vendor {Contractor} has received the purchase order, has reviewed it for compatibility with the vehicle currently on Blanket P.O., has resolved any non-compatibility problems with the MVC, and has entered the order with the manufacturer and that the manufacturer has accepted the order and assigned an order number and anticipated build and delivery dates; and
4. A Vendor {Contractor} shall not accept any purchase order on a "will try" basis, unless instructed otherwise by MVC in writing. If an order is not accepted for production by the manufacturer, the Vendor {Contractor} shall return the purchase order with "canceled" marked on the purchase order with an authorized signature next to it, unless instructed to accept on a "will try" basis by MVC in writing.

**No exception shall be permitted.**

#### **GG. PRE-DELIVERY INSPECTION(S)**

The Vendor {Contractor} must make the following arrangements for the MVC's inspection of each vehicle prior to the delivery and acceptance of the vehicle by the receiving agency. The Vendor {Contractor} will assume responsibility for arranging inspection of vehicles for each specific order. Prior to presentation for inspection, it shall be the Vendor's {Contractor's} responsibility to pre-inspect each vehicle. The vehicle must conform to the manufacturer's "new vehicle prep" procedures, if any. The Vendor {Contractor} will be required to submit a copy of any "new vehicle prep" procedures upon delivery of the vehicle. Each vehicle presented for inspection shall be accompanied by an inspection package including, but not limited to, the following: purchase order, line set sheet, (when available) brief list of all features, items and accessories included in the vehicle, Pre-delivery Inspection (PDI), and dealer's pre-inspection prep checklist. The checklist will list the responsible prep mechanic and acknowledge that the vehicle conforms to pre-delivery specifications and that all added equipment and accessories have been properly installed.

The Vendor {Contractor} shall notify the MVC in writing that the vehicle is ready for inspection.

Within five (5) working days of the Vendor 's {Contractor's} notification, the MVC will send a team of qualified inspectors to the Vendor's {Contractor's} facility to accomplish the inspection of the vehicle(s) before delivery to the agency. Upon the inspector's arrival at the facility, the Vendor {Contractor} shall assign a mechanic, a runner and a delivery bay to the agency inspector(s). The Vendor {Contractor} must properly itemize, organize and segregate all vehicles. The above is required in order to facilitate an expeditious and orderly inspection flow. This will also allow discrepancies to be corrected while the inspector(s) is located at the Vendor's {Contractor's} facility.

1. Reasons for rejection of vehicle(s) include, but not limited to:
  - a. Grinding noise in wheels (wheel bearings);
  - b. Improperly aligned wheels;
  - c. Damaged rims;
  - d. Any spare tire-rim not mounted on vehicle;
  - e. Leakage of oil;
  - f. Transmission leaking fluid at transmission cooler lines or transmission seals;
  - g. Leakage at rear end;
  - h. Leaking radiator;
  - i. Fuel leaks;
  - j. Restrictions in fuel system;
  - k. Leakage in any part of the exhaust system;
  - l. Improper anti-freeze level;
  - m. Excessively noisy brakes or excessive brake pedal travel;
  - n. Oil pan damage;
  - o. Inoperative windshield wipers;
  - p. Windshield washer not functioning properly;
  - q. Windshield washer fluid empty/bottle leaking;
  - r. Transmission malfunctions;
  - s. Lack of grease fittings in ball joints, U-joints, etc., if factory standard;
  - t. Horn blowing while driving or inoperative;
  - u. Gauges or dials missing/malfunctioning;
  - v. Vehicle pulls to one side;
  - w. Seat belts not operating properly;
  - x. Keys not working properly;
  - y. Door locks inoperative;
  - z. Oil dipstick missing or rust on dipstick;
  - aa. Appropriate new vehicle inspection sticker not furnished on windshield;
  - bb. Lights - running, turn, backup, brake, side indicators, and indicator lights not working properly;
  - cc. Lenses missing on interior/exterior lights or water in lenses;
  - dd. Any manufacturing deficiencies which permit water leakage into passenger compartment;
  - ee. Windows not operating properly;
    - ff. Vehicle not properly prepped in accordance with the manufacturer's pre-delivery specifications;
  - gg. Vehicle not configured with all equipment and items specified in the contract and on the purchase order;
  - hh. Body dents, scratches and other defect;
    - ii. Body paint defects;
    - jj. Water leak through roof;
  - kk. Any defects in equipment installation;
  - ll. Electrical system problem; and
  - mm. Any defects in after-market components, such as truck body, snow plow, aerial platform, generator, winch, crane and lift gate.

Inspected vehicles which do not comply with these or other requirements will be rejected. The Vendor {Contractor} must correct all rejected vehicle(s) and the corrected vehicle(s) must be presented for re-inspection within ten (10) business days. The MVC may cancel the purchase order if the Vendor {Contractor} fails to correct any problem.

No additional freight or transportation charges are permitted under this Blanket P.O.

#### HH. DELIVERY AND FINAL ACCEPTANCE

1. The Vendor {Contractor} must make arrangements for delivery of vehicle(s) within 15 calendar days of Vendor's {Contractor's} receipt of vehicle(s) from the manufacturer. All vehicles must be delivered within 30 calendar days of Vendor's {Contractor's} receipt of vehicle(s) from the manufacturer. All vehicles must be delivered to the MVC's designated destination at no additional cost;
2. Failure to comply with these delivery requirements may be the basis for cancellation of the Blanket P.O.;
3. The inspected vehicle(s) must be delivered to MVC promptly, within five (5) business days of passing inspection. The preferred mode of delivery will be by vehicle transporter (carrier), tilt body vehicle. However, other modes may be permitted only with the consent of the MVC;
4. All deliveries of vehicles must be made upon approval and as instructed by MVC, by prior arrangement only, during business hours, 8am – 4pm except on legal holidays;
5. No vehicle will be accepted at the final delivery point without all supporting documentation and paperwork completed and delivered with the vehicle(s), which include the certificate of origin, warranty, odometer/engine hour statement (if applicable), specified manuals, any line set tickets, invoice and key sets (if applicable). No vehicle will be considered accepted until it has undergone final inspection at the delivery point;
6. Arrangements shall be made for the final inspection, prior to delivery, by the Vendor {Contractor} with MVC. Delivered vehicles will be inspected within ten (10) business days. If a vehicle has been accepted, the warranty shall commence on the date of final acceptance. If a vehicle has been rejected, the Vendor {Contractor} will be notified. The notice will indicate the reason(s) for rejection. If rejected, the Vendor {Contractor} shall try to rectify the problem(s) at the MVC site. If the problem cannot be corrected at the agency site, the rejected vehicle(s) must be removed by the Vendor {Contractor} at its own expense. The Vendor {Contractor} shall present the corrected vehicle(s) for re-inspection within ten (10) business days. No additional freight or transportation charges are permitted;
7. All vehicles must be delivered with the manufacturer suggested retail price label affixed to the window. The label shall not be removed prior to delivery to the MVC;
8. All delivered vehicles must be clean both inside and outside. Manufacturer's standard items, such as hubcaps, floor mats, jack and lug wrench and the like, shall be provided and installed by the Vendor {Contractor} prior to delivery;
9. Complete instructions on the care and maintenance of the vehicle and a demonstration of its operation shall be given by the Vendor {Contractor} at the time of delivery and acceptance to the agency, if so requested by the MVC;

10. The Vendor {Contractor} shall indicate the delivery location of the vehicle on the factory order, so that recall notices will indicate the delivery location for each vehicle;
11. For purchases by MVC, the manufacturer's certificate of origin must be made out to the State of New Jersey, and presented at the time of delivery. Purchase order number and requisition number must be indicated on the upper left hand corner. The Vendor {Contractor} shall not furnish the New Jersey Certificate of Title (certificate of ownership). The State will title the vehicle upon receipt of the manufacturer's certificate of origin;
12. The Vendor {Contractor} must deliver the vehicles with a 3" x 5" index card or other label/card, visible through the windshield, bearing the following information, in typed or printed form:
  - a. Vendor's {Contractor's} name;
  - b. Purchase order number (if applicable);
  - c. Requisition number;
  - d. Stock number; and
  - e. Serial number.

**Vehicles without this information will not be accepted.**

13. No advertising shall appear on any vehicle delivered under the terms of the Blanket P.O. Further, the Vendor {Contractor} shall not affix the dealer name to the vehicle. Vehicles delivered to final destinations with dealer's advertising will be rejected; and
14. No vehicle will be accepted without a MVC new vehicle inspection sticker in place as prescribed by law, correctly punched to the month of delivery and acceptance or appropriate diesel emission approval sticker. Out of State Vendors {Contractors} must comply with this requirement without any additional cost or delay. Failure to comply with this provision will result in the rejection of the vehicle.

**II. WARRANTIES**

The manufacturer's standard warranty must be supplied with each vehicle at the time of delivery and shall be in typed form. The warranty commences with the acceptance of the vehicle at the delivery site, following the final inspection.

The Vendor {Contractor} shall guarantee that the vehicle and all component parts comply with the latest Federal safety standards and MVC regulations and safety standards.

**JJ. WARRANTY REQUIREMENTS**

The Vendor {Contractor} shall ensure that the manufacturer whose product is supplied has a servicing dealer or service location to provide warranty and recall service and/or repair, located within 25 miles from Trenton, NJ, deemed to be reasonable by the State. Users of this Blanket P.O. should contact the Vendor {Contractor} in cases where warranty service/repair is to be performed at a place other than the original place of purchase to arrange for a servicing dealer proximate to their location.

The Vendor {Contractor} must perform any warranty service/repair/recall, which will be at Vendor's {Contractor's} own expense. Events beyond Vendor's {Contractor's} control, such as lack of parts due to strikes and unforeseen Acts of God, shall constitute valid reasons for delay in making necessary repairs. However, the State will make such determination.

The Vendor {Contractor} must provide the manufacturer's warranty Form, for completion of the delayed entry warranty by the MVC.

#### **KK. MAUNFACTURER'S CUT-OFF DATE**

The Vendor {Contractor} must notify the Procurement Bureau of the manufacturer's order cut-off date, if any, as soon as that date is made available by the vehicle manufacturer to the Vendor {Contractor}. Cut-off Date Notification must be faxed to the Fleet Unit at 609-292-5170.

Should a potential awardee be notified by a vehicle manufacturer of a cut-off date after the Quote opening and after receiving a letter of intent to award, but before Blanket P.O. award has been finalized, the awardee must immediately notify the Procurement Bureau in writing.

Failure to fax the cut-off-date notification on time may be considered a violation of the Blanket P.O. terms and conditions and may result in termination of the Blanket P.O. for cause.

All orders placed by the published cut-off date from either the State or cooperative purchasing participants must be accepted by the Vendor {Contractor}. These orders may be hand delivered, or faxed with hard-print purchase orders to follow. The State also reserves the right to order by means of "a letter of intent to purchase" with purchase order to follow.

The Vendor {Contractor} is encouraged to offer, during Blanket P.O. term and any extension thereof, the contracted or later model year vehicle of configuration meeting or exceeding the Blanket P.O. specifications at the same Blanket P.O. terms, conditions and pricing after the manufacturer's cut-off date.

If a manufacturer is unable to build a vehicle for which an order has been placed by the manufacturer's cut-off date, the Vendor {Contractor} must immediately notify the Procurement Bureau by fax or e-mail. At a minimum, the letter shall provide the following information:

1. Purchase order number or line of credit letter date;
2. The make, model and quantity of vehicles ordered; and
3. Whether the manufacturer has offered to price-protect and build these vehicles for the next model year.

### **4.0 QUOTE PREPARATION AND SUBMISSION**

Failure to submit information as indicated below may result in your Quote being deemed non-responsive.

#### **4.1 GENERAL**

Quotes which include Vendor {Bidder} proposed terms and conditions may be accepted, but Vendor {Bidder} proposed terms or conditions that conflict with those contained in the RFQ as defined in Section 2.0 of this RFQ, or that diminish the State's rights under any Blanket P.O. resulting from the RFQ, will be considered null and void. The State is not responsible for identifying conflicting Vendor {Bidder} proposed terms and/or conditions before issuing a Blanket P.O. award. It is incumbent upon the Vendor {Bidder} to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

After award of Blanket P.O.:

- A. If conflict arises between a Vendor {Bidder} proposed term or condition included in the Quote and a term or condition of the RFQ, the term or condition of the RFQ will prevail; and

- B. If the result of the application of a Vendor {Bidder} proposed term or condition included in the Quote would diminish the State's rights, the Vendor {Bidder} proposed term or condition will be considered null and void.

The Vendor {Bidder} is advised to thoroughly read and follow all instructions contained in this RFQ in preparing and submitting its Quote.

**The forms discussed herein and required for submission of a Quote in response to this RFQ are available on the [Division's website](http://www.state.nj.us/treasury/purchase/forms.shtml) <http://www.state.nj.us/treasury/purchase/forms.shtml> unless noted otherwise.**

#### 4.1.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE

Vendors {Bidders} are under a continuing obligation to report updates to the information contained in its required forms.

##### 4.1.1.1 OFFER AND ACCEPTANCE PAGE

The Vendor {Bidder} shall complete and submit the Offer and Acceptance Page accompanying this RFQ prior to the initiation of negotiation. The Bidder should submit the Offer and Acceptance Page with the Quote.

If the Offer and Acceptance Page is not submitted with the Quote or is incomplete, the Using Agency will require the Vendor {Bidder} to submit the Offer and Acceptance Page. If the Vendor {Bidder} fails to comply with the requirement within seven (7) business days of the demand, the Using Agency may deem the Quote non-responsive.

The Offer and Acceptance Page must be signed by an authorized representative of the Vendor {Bidder}. If the Vendor {Bidder} is a limited partnership, the Offer and Acceptance Page must be signed by a general partner.

##### 4.1.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Vendor {Bidder} must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the RFQ Offer and Acceptance Page, the Vendor {Bidder} is automatically certifying that either:

- A. The Vendor {Bidder} has no operations in Northern Ireland; or
- B. The Vendor {Bidder} has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Vendor {Bidder} electing not to certify to the MacBride Principles must nonetheless sign the RFQ Offer and Acceptance Page AND must include, as part of its Quote, a statement indicating its refusal to comply with the provisions of this Act.

#### **4.1.1.1.2 NON-COLLUSION**

By submitting a Quote and signing the RFQ Offer and Acceptance Page, the Vendor {Bidder} certifies as follows:

- a. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Vendor {Contractor} / Vendor {Bidder} or any other party;
- b. Neither the price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this Quote, have been disclosed to any other firm or person who is a Vendor {Bidder} or potential Vendor {Bidder}, and they will not be disclosed before the Quote submission;
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Blanket P.O, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;
- d. The Quote of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote; and
- e. The Vendor {Bidder}, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public Contract.

#### **4.1.1.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by Vendors {Bidders} / Vendors {Contractors} in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at:

[http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

By signing the RFQ Offer and Acceptance Page, the Bidder is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

#### **4.1.1.2 STANDARD FORMS REQUIRED WITH THE QUOTE**

Vendor's {Bidder's} failure to complete, sign and submit the forms in Section 4.1.1.2 shall be cause to reject its Quote as non-responsive.

##### **4.1.1.2.1 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Vendor {Bidder} is a corporation, partnership or limited liability company, the Vendor {Bidder} must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Bidder's failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Vendor {Bidder} unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.



In the alternative, to comply with this section, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

The Ownership Disclosure Form located on the [Division's website](#).

#### **4.1.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Pursuant to N.J.S.A. 52:32-58, the Vendor {Bidder} must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Vendor {Bidder}, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Vendor {Bidder} is unable to so certify, the Vendor {Bidder} shall provide a detailed and precise description of such activities as directed on the form. A Vendor's {Bidder's} failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Blanket P.O. to said Vendor {Bidder.}

The Disclosure of Investment Activities in Iran form located on the [Division's website](#).

#### **4.1.1.3 SUBCONTRACTOR UTILIZATION PLAN**

Vendors {Bidders} intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form and should indicate whether any proposed Subcontractor is a Small Business.

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories:

For goods and services - (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5,000,000; and (iii) those with gross revenues that do not exceed \$12,000,000 or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any Contract, those earning more than the \$500,000 and \$5,000,000 amounts will not be permitted to bid on Contracts designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding \$3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below \$3,000,000 can bid on any Contract, those earning more than the revenue standards established at CFR 121.201 will not be permitted to bid on Contracts designated for revenue classifications below their respective levels.

The Subcontractor Utilization Plan form is located on the [Division's website](#).

For a Quote that does NOT include the use of any Subcontractors, by signing the RFQ Offer and Acceptance Page, the Bidder is *automatically* certifying that in the event the award is granted to the

Bidder, and the Bidder later determines at any time during the term of the Contract to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Bidder shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors.

#### **4.1.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE**

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature.

##### **4.1.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O. To facilitate the Quote evaluation and Blanket P.O. award process, the Vendor {Bidder} should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. See Section 2.1 of the SSTC.

Any Vendor {Bidder}, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote opening, or whose BRC was revoked prior to the submission of the Quote, should proceed immediately to register its business or seek reinstatement of a revoked BRC.

The Vendor {Bidder} is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Vendor’s {Bidder’s} early attention to this requirement is highly recommended. The Vendor {Bidder} and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busreqcert.shtml>.

A Vendor {Bidder} otherwise identified by the Division as a responsive and responsible Vendor {Bidder}, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Vendor {Bidder} failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Blanket P.O. award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Vendor {Bidder} receiving a Blanket P.O. award as a result of this procurement and any Subcontractors named by that Vendor {Bidder} will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Blanket P.O., inclusive of any Blanket P.O. extensions.

##### **4.1.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

The Vendor {Bidder} should submit the Disclosure of Investigations and Other Actions Involving Vendor {Bidder} Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Vendor {Bidder} does not submit

the form with the Quote, the Vendor {Bidder} must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

The Disclosure of Investigations and Other Actions Involving Vendor {Bidder} Form located on the [Division's website](#).

#### **4.1.2.3 SOURCE DISCLOSURE**

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of Blanket P.O., the Vendor {Bidder} is required to submit a completed Source Disclosure Form. The Vendor's {Bidder's} inclusion of the completed Source Disclosure Form with the Quote is requested and advised. See RFQ Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the [Division's website](#).

#### **4.1.3 FINANCIAL CAPABILITY OF THE BIDDER**

The Vendor {Bidder} should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Vendor {Bidder} and its ability to undertake and successfully complete the Blanket P.O. In order to provide the State with the ability to evaluate the Vendor's {Bidder's} financial capacity and capability to undertake and successfully complete the Blanket P.O., the Vendor {Bidder} should submit the following:

- A. For publically traded companies the Vendor {Bidder} should provide copies or the electronic location of the annual reports filed for the two most recent years; or
- B. For privately held companies the Vendor {Bidder} should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Vendor's {Bidder's} most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Vendor {Bidder} to submit it. If the Vendor {Bidder} fails to comply with the request within seven (7) business days, the State may deem the Quote non-responsive.

A Vendor {Bidder} may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. A Vendor {Bidder} may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Quote.

The State reserves the right to make the determination to accept the assertion and shall so advise the Vendor {Bidder}.

#### **4.1.4 STATE-SUPPLIED PRICE SHEET**

The Vendor {Bidder} must submit its pricing using the State-Supplied Price Sheet accompanying this RFQ.

#### **4.1.4.1 DELIVERY TIME AND COSTS**

Unless otherwise noted elsewhere in the RFQ, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Quotes submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Vendor {Contractor} shall assume all costs,

liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Vendor's {Contractor's} convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

#### **4.1.4.2 COLLECT ON DELIVERY (C.O.D.) TERMS**

C.O.D. terms are not acceptable as part of a Quote and shall be deemed non-responsive.

#### **4.1.4.3 CASH DISCOUNTS**

The Vendor {Bidder} is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes.

Should the Vendor {Bidder} choose to offer cash discounts the following shall apply:

- A. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
- B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

## 5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE Contract

### 5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Blanket P.O. awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of this RFQ, SSTC, Bid Amendment to this RFQ, the Vendor's {Contractor's} Quote, any Best and Final Offer, and the Using Agency's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Blanket P.O., the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

- A. Executed Offer and Acceptance Page;
- B. RFQ Section 5, as may be amended by Bid Amendment;
- C. The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ;
- D. All remaining sections of the RFQ, as may be amended by Bid Amendment; and
- E. The Vendor's {Contractor's} Quote as accepted by the State.

### 5.2 CONTRACT TERM AND EXTENSION OPTION

The base term of this Blanket P.O. shall be for a period of **two (2)** years. If delays in the procurement process result in a change to the anticipated Blanket P.O. Effective Date, the Vendor {Contractor} agrees to accept a Blanket P.O. for the full term of this Blanket P.O.

This Blanket P.O. may be extended up to **three (3)** years with no single extension exceeding one (1) year, by the mutual written consent of the Vendor {Contractor} and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Blanket P.O. or rates more favorable to the State.

In the event of a termination or expiration of the underlying Federal Supply Schedule, the independent State contract based thereon survives for its own established term.

### 5.3 CONTRACT TRANSITION

In the event that a new Blanket P.O. has not been awarded prior to this Blanket P.O. expiration date, including any extensions exercised, and the State exercises this Blanket P.O. transition, the Vendor {Contractor} shall continue this Blanket P.O. under the same terms, conditions, and pricing until a new Blanket P.O. can be completely operational. At no time shall this transition period extend more than **180** days beyond the expiration date of this Blanket P.O., including any extensions exercised.

### 5.4 CHANGE ORDER

Any changes or modifications to the terms of this Blanket P.O. shall be valid only when they have been reduced to writing and signed by the Vendor {Contractor} and the Director.

### 5.5 CONTRACTOR RESPONSIBILITIES

The Vendor {Contractor} shall have sole responsibility for the complete effort specified in this Blanket P.O. Payment will be made only to the Vendor {Contractor}. The Vendor {Contractor} shall have sole responsibility for all payments due any Subcontractor.

The Vendor {Contractor} is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided

under this Blanket P.O. The Vendor {Contractor} shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Blanket P.O. shall not in any way relieve the Vendor {Contractor} of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Vendor's {Contractor's} performance of this Blanket P.O.

#### **5.6 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this RFQ.

The Vendor {Contractor} shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the (SCM) for consideration. If the SCM approves the request, the SCM will forward the request to the Director for final approval. No substituted or additional Subcontractors are authorized to begin work until the Vendor {Contractor} has received written approval from the Director.

If it becomes necessary for the Vendor {Contractor} to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Vendor {Contractor} will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Vendor {Contractor} must provide detailed justification documenting the necessity for the substitution or addition.

The Vendor {Contractor} must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Vendor {Contractor} in its Quote.

#### **5.7 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Blanket P.O., including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Blanket P.O. shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Vendor's {Bidder's}/Vendor's {Contractor's} Background IP as defined below, the work shall be considered "work for hire", i.e., the State, not the Vendor {Contractor} or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Blanket P.O., Vendor {Contractor} or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Vendor {Bidder} anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quote. Otherwise, the language in the first paragraph of this section prevails. If the Vendor {Bidder} identifies such intellectual property ("Background IP") in its Quote, then the Background IP owned by the Vendor {Bidder} on the date of this Blanket P.O.,

as well as any modifications or adaptations thereto, remain the property of the Vendor {Bidder}. Upon Blanket P.O. award, the Vendor {Bidder}/Vendor {Contractor} shall grant the State a nonexclusive, perpetual royalty free license to use any of the Vendor's {Bidder's}/Vendor's {Contractor's} Background IP delivered to the State for the purposes contemplated by this Blanket P.O.

## **5.8 CONFIDENTIALITY**

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Blanket P.O., the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Blanket P.O. Vendor's {Contractor's} Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Vendor's {Contractor's} Quote as Background IP ("Vendor {Contractor} Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Blanket P.O. are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Vendor {Contractor} in fulfillment of the Blanket P.O. and any analysis thereof (whether in fulfillment of the contract or not).
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State agrees to hold Vendor's {Contractor's} Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Vendor {Contractor} Confidential Information related to this Blanket P.O. pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Vendor {Contractor} with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Vendor {Contractor} shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Vendor {Contractor} receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Vendor {Contractor} shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Vendor's {Contractor's} intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, either party may release the other party's Confidential Information:
  - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
  - (ii) pursuant to a lawfully issued subpoena or other lawful document request:

- (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Vendor {Contractor} does not exercise its rights as described in Section 5.9.1.1(E), or if Vendor {Contractor} is unsuccessful in defending its rights as described in Section 5.9.1.1(E); or
- (b) in the case of Vendor {Contractor}, if Vendor {Contractor} determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.9.1.1(F), or if the State is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

## **5.9 NEWS RELEASES**

The Vendor {Contractor} is not permitted to issue news releases pertaining to any aspect of the services being provided under this Blanket P.O. without the prior written consent of the Director.

## **5.10 ADVERTISING**

The Vendor {Contractor} shall not use the State's name, logos, images, or any data or results arising from this Blanket P.O. as a part of any commercial advertising without first obtaining the prior written consent of the Director.

## **5.11 LICENSES AND PERMITS**

The Vendor {Contractor} shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Blanket P.O.. The Vendor {Contractor} shall comply with all New Jersey Department of Labor requirements. Notwithstanding the requirements of the RFQ, the Vendor {Contractor} shall supply the SCM with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Blanket P.O. award. All costs associated with any such licenses, permits, and authorizations must be considered by the Vendor {Bidder} in its Quote.

## **5.12 CLAIMS AND REMEDIES**

### **5.12.1 CLAIMS**

All claims asserted against the State by the Vendor {Contractor} shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

### **5.12.2 REMEDIES**

Nothing in this Blanket P.O. shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

### **5.12.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the Vendor {Contractor} fails to comply with any material Blanket P.O. requirements, the Director may take steps to terminate this Blanket P.O. in accordance with the SSTC, authorize the delivery of Blanket P.O. items by any available means, with the difference between the price paid and the defaulting Vendor's {Contractor's} price either being deducted from any monies due the defaulting Vendor {Contractor} or being an obligation owed the State by the defaulting Vendor {Contractor}, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

## **5.13 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)**



### 5.13.1 INDEMNIFICATION

Section 4.1 of the SSTC is supplemented with the following:

#### **4.1.1 LIMITATION OF LIABILITY**

The Vendor's {Contractor's} liability to the State for actual, direct damages resulting from the Vendor's {Contractor's} performance or non-performance, or in any manner related to this Blanket P.O., for any and all claims, shall be limited in the aggregate to 200 % of the total value of this Blanket P.O., except that such limitation of liability shall not apply to the following:

- a. The Vendor's {Contractor's} obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Vendor {Contractor} under this Blanket P.O. caused by negligence or willful misconduct of the Vendor {Contractor};
- b. The Vendor's {Contractor's} breach of its obligations of confidentiality; and
- c. The Vendor's {Contractor's} liability with respect to copyright indemnification.

The Vendor's {Contractor's} indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the SSTC.

The Vendor {Contractor} shall not be liable for special, consequential, or incidental damages.

### **5.14 CONTRACT ACTIVITY REPORT**

The Vendor {Contractor} must provide, on a bi-annual basis, a record of all purchases made under this Blanket P.O. resulting from this RFQ. This reporting requirement includes sales to State Using Agencies, political sub-divisions thereof and, if permitted under the terms of this Blanket P.O., sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-State agencies. Quasi-State agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in Microsoft Excel such that an analysis can be made to determine the following:

- A. Vendor's {Contractor's} total sales volume, with line item detail, to each purchaser under this Blanket P.O.;
- B. Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Blanket P.O. discount applied; and
- C. Total dollars paid to Subcontractors, include a separate breakdown for dollars paid to New Jersey Small Business as defined in N.J.A.C. 17:13-1.2.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this Blanket P.O. requirement for information. Failure to report this mandated information may be a factor in future award decisions.

The Vendor {Contractor} must submit the required information in Microsoft Excel format to [NJSupplierReports@treas.nj.gov](mailto:NJSupplierReports@treas.nj.gov).

Reports are due:

January 1<sup>st</sup> through June 30<sup>th</sup> – due by July 30<sup>th</sup>; and  
July 1<sup>st</sup> through December 31<sup>st</sup> – due by January 30<sup>th</sup>.

### **5.15 ELECTRONIC PAYMENTS**

With the award of this Blanket P.O., the successful Vendor (s) {Contractor(s)} will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the “Credit Authorization Agreement for Automatic Deposits (ACH Credits)” Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number, and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget’s website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6<sup>th</sup> Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers Contractors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at [AAIUNIT@treas.nj.gov](mailto:AAIUNIT@treas.nj.gov) to request access to this application.

### **5.16 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES**

The Program Efficiency Assessment shall not be charged against the winning Vendor {Contractor} and therefore is not to be included in the Vendor’s {Bidder’s} pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one (1) percent (0.25%) of the value of all transactions under this Blanket P.O. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State’s procurement system at a level to meet industry standards of efficiency.

For purposes of this section, “transaction” is defined as the payment or remuneration to the Vendor {Contractor} for services rendered or products provided to the State pursuant to the terms of this Blanket P.O., including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

## **6.0 QUOTE EVALUATION**

### **6.1 DIRECTOR’S RIGHT OF FINAL QUOTE ACCEPTANCE**

The Director reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or Blanket P.O.s in accordance with N.J.S.A. 52:34-12. Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

### **6.2 STATE’S RIGHT TO INSPECT BIDDER FACILITIES**

The State reserves the right to inspect the Vendor’s {Bidder’s} establishment before making an award, for the purposes of ascertaining whether the Vendor {Bidder} has the necessary facilities for performing the Blanket P.O.

The State may also consult with clients of the Vendor {Bidder} during the evaluation of Quotes. Such consultation is intended to assist the State in making a Blanket P.O. award that is most advantageous to the State.

### **6.3 STATE'S RIGHT TO REQUEST FURTHER INFORMATION**

After the Quotes are reviewed, one (1), some or all of the Vendors {Bidders} may be asked to amplify certain aspects of its Quote. The Director reserves the right to request all information which may assist him or her in making a Blanket P.O. award, including factors necessary to evaluate the Vendor's {Bidder's} financial capabilities to perform the Blanket P.O.

### **6.4 EVALUATION**

Quotes will be scored based upon the Vendor's {Bidder's} demonstration in the Quote that the Vendor {Bidder} understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the requirements of the Blanket P.O.; and

#### **6.4.1 BIDDER'S PRICE SCHEDULE**

- a. Price and Delivery: The Vendor's {Bidder's} pricing and delivery capabilities, per GSA schedule (including GSA schedule discount).
- b. Experience of firm: The Vendor's {Bidder's} documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ.
- c. Technical ability of firm to complete the Scope of Work based on its proposal: The overall ability of the Vendor {Bidder} to undertake and successfully complete the technical requirements of the Blanket P.O. in a timely manner.

#### **6.4.2 QUOTE DISCREPANCIES**

In evaluating Quotes, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

### **6.5 NEGOTIATION**

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes, the Bureau may establish a competitive range and enter into negotiations with one (1) Vendor {Bidder} or multiple Vendors {Bidders} within this competitive range. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Vendor {Bidder} or multiple Vendors {Bidders}. Negotiations will be structured by the Bureau to safeguard information and ensure that all Vendors {Bidders} are treated fairly.

After evaluation of Quotes and as applicable, negotiation(s), the Bureau will recommend, to the Director, the responsible Vendor (s) {Bidder(s)} whose Quote(s), conforming to the RFQ, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Using Agency. The Director may initiate additional negotiation procedures with the selected Vendor (s) {Bidder(s)}.

**Negotiations will be conducted only in those circumstances where it is deemed to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Vendor {Bidder} is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Blanket P.O. award based on the content of the initial submission, without further negotiation with any Vendor {Bidder}.**

All contacts, records of initial evaluations, any correspondence with a Vendor {Bidder} related to any request for clarification, negotiation, any revised technical and/or price Quotes, and related documents will remain confidential until a Notice of Intent to Award a Blanket P.O. is issued.

If the Bureau contemplates negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Vendor {Bidder} will be publicly announced at the Quote opening.

## **6.6 POOR PERFORMANCE**

A Vendor {Bidder} with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFQ. The following materials may be reviewed to determine Vendor {Bidder} performance: Blanket P.O cancellations for cause pursuant to Section 5.7(b) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Vendor's {Bidder's} work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Vendors {Bidders} should note that this list is not exhaustive.

## **7.0 BLANKET P.O. AWARD**

### **7.1 DOCUMENTS REQUIRED BEFORE BLANKET P.O. AWARD**

#### **7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 ET SEQ.**

- A. The State shall not enter into a Blanket P.O. to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;
- B. Prior to awarding any Blanket P.O. or agreement to any Business Entity, the Business Entity proposed as the intended Vendor {Contractor} of the Blanket P.O. shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Blanket P.O., the intended Vendor {Contractor} shall submit to the Division, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Blanket P.O. under this RFQ, as well as future Blanket P.O. opportunities; and
- C. Further, the Vendor {Contractor} is required, on a continuing basis, to report any contributions it makes during the term of the Blanket P.O., and any extension(s) thereof, at

the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>, shall be provided to the intended Vendor {Contractor} with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the [Division's website](#).

#### **7.1.2 SOURCE DISCLOSURE REQUIREMENTS**

#### **7.1.3 AFFIRMATIVE ACTION**

The intended Vendor {Contractor} must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended Vendors {Contractors} not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

#### **7.1.4 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Vendor {Bidder} and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Blanket P.O.. See Section 4.4.2.1 of this RFQ for further information.

### **7.2 FINAL CONTRACT AWARD**

Blanket P.O. award[s] will be made with reasonable promptness by written notice to that responsible Vendor(s) {Bidder(s)}, whose Quote(s) is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

A single timely award will be made by written notice to that responsible Vendor {Bidder}, whose Quote, conforming to this RFQ, is most advantageous to the MVC and the State, price, and other factors considered. If deemed in the best interest of the MVC, at the discretion, additional award(s) may be made. Any or all proposals may be rejected when the MVC Chief Administrator determines that it is in the public interest to do so. Subject award based on MVC determination of highest value and lowest cost.

### **7.3 INSURANCE CERTIFICATES**

The Vendor {Contractor} shall provide the State with current certificates of insurance for all coverages required by the terms of this Blanket P.O., naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this RFQ.

## **8.0 BLANKET P.O ADMINISTRATION**

### **8.1 STATE CONTRACT MANAGER**

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Blanket P.O.

The SCM for this project will be identified at the time of execution of Blanket P.O. Contract. At that time, the Vendor {Contractor} will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

### 8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency Blanket P.O. where only one (1) State office uses the Blanket P.O., the SCM will be responsible for engaging the Vendor {Contractor}, assuring that Purchase Orders are issued to the Vendor {Contractor}, directing the Vendor {Contractor} to perform the work of the Blanket P.O., approving the deliverables and approving payment vouchers. The SCM is the person who the Vendor {Contractor} will contact **after the Blanket P.O. is executed** for answers to any questions and concerns about any aspect of the Blanket PO. The SCM is responsible for coordinating the use of the Blanket P.O. and resolving minor disputes between the Vendor {Contractor} and any component part of the SCM's Department. The SCM is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Blanket P.O., direct or approve a Change Order.

If the Blanket P.O. has multiple users, the SCM shall be the central coordinator of the use of the Blanket P.O. for all Using Agencies, while other State employees engage and pay the Vendor {Contractor}. All persons and agencies using the Blanket P.O. must notify and coordinate the use of the Blanket P.O. with the SCM.

### 8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Blanket P.O. user that is unable to resolve disputes with a Vendor {Contractor} shall refer those disputes to the SCM for resolution. Any questions related to performance of the work of the Blanket P.O. by Blanket P.O. users shall be directed to the SCM. The Vendor {Contractor} may contact the SCM if the Vendor {Contractor} cannot resolve a dispute with Blanket P.O. users.

## 9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

(Rev: 1/22/18)

### 1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Request for Quotation (RFQ), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFQ and should be read in conjunction with same unless the RFQ specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFQ, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFQ. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Quote that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

### 1.1 CONTRACT TERMS CROSSWALK

<b>NJSTART Term</b>	<b>Equivalent Existing New Jersey Term</b>
Bid/Bid Solicitation	RFQ/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Vendor	Bidder/Contractor

## **2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

### **2.1 BUSINESS REGISTRATION**

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the quote have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other quote shall provide a copy of its business registration to the bidder who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

### **2.2 ANTI-DISCRIMINATION**

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

### **2.3 PREVAILING WAGE ACT**

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this quote] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [this quote] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the quote is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [this quote] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

## **2.4 AMERICANS WITH DISABILITIES ACT**

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

## **2.5 MACBRIDE PRINCIPLES**

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

## **2.6 PAY TO PLAY PROHIBITIONS**

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

## **2.7 POLITICAL CONTRIBUTION DISCLOSURE**

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

## **2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST**

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be



reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards;

No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;

No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

**2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE**

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

**2.10 COMPLIANCE - LAWS**

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

**2.11 COMPLIANCE - STATE LAWS**

It is agreed and understood that any contracts and/or orders placed as a result of [this quote] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

**2.12 Warranty of no solicitation on commission or contingent fee basis**

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

**3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**

**3.1 COMPLIANCE - CODES**

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

**3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

**3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS**

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
  2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
  3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
  4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

### **3.4 BUILDING SERVICE**

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

### **3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT**

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

### **3.6 SERVICE PERFORMANCE WITHIN U.S.**

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

### **3.7 BUY AMERICAN**

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

## **4. INDEMNIFICATION AND INSURANCE**

### **4.1 INDEMNIFICATION**

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

### **4.2 INSURANCE**

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better

rating by A.M. Best & Company. All policies must be endorsed to provide 60 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at:

[ccau.certificate@treas.nj.gov](mailto:ccau.certificate@treas.nj.gov)

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
  1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
  2. \$1,000,000 DISEASE EACH EMPLOYEE; and
  3. \$1,000,000 DISEASE AGGREGATE LIMIT.
    - a. This \$1,000,000 amount may have been raised by the RFQ when deemed necessary by the Director; and
    - b. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFQ for certain commodities when deemed in the best interests of the State by the Director.

## **5. TERMS GOVERNING ALL CONTRACTS**

### **5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR**

The contractor's status shall be that of any independent contractor and not as an employee of the State.

## **5.2 CONTRACT AMOUNT**

The estimated amount of the contract(s), when stated on the RFQ form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFQ or any contract entered into as a result of the RFQ.

## **5.3 CONTRACT TERM AND EXTENSION OPTION**

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions including pricing of the original contract shall apply unless more favorable terms for the State have been negotiated.

## **5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK**

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

## **5.5 CHANGE IN LAW**

Whenever a change in applicable law or regulation affects the scope of work, the Director shall provide written notice to the contractor of the change and the Director's determination as to the corresponding adjusted change in the scope of work and corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the adjusted contract price. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall

make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

## **5.6 SUSPENSION OF WORK**

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

## **5.7 TERMINATION OF CONTRACT**

### A. For Convenience:

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

### B. For Cause:

1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and

2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

C. In cases of emergency, the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and

D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

## **5.8 SUBCONTRACTING OR ASSIGNMENT**

A. Subcontracting: The contractor may not subcontract other than as identified in the contractor's quote without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws; and

A. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

### **5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE**

Nothing contained in any of the contract documents, including the RFQ and vendor's bid or quote shall be construed as creating any contractual relationship between any subcontractor and the State.

### **5.10 MERGERS, ACQUISITIONS**

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

### **5.11 PERFORMANCE GUARANTEE OF CONTRACTOR**

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

### **5.12 DELIVERY REQUIREMENTS**

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;



- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

**5.13 APPLICABLE LAW AND JURISDICTION**

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

**5.14 CONTRACT AMENDMENT**

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

**5.15 MAINTENANCE OF RECORDS**

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless otherwise specified in the RFQ. Such records shall be made available to the State, including the Comptroller, for audit and review.

**5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)**

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract. In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
  - 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
  - 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

## **6. TERMS RELATING TO PRICE AND PAYMENT**

### **6.1 PRICE FLUCTUATION DURING CONTRACT**

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

### **6.2 TAX CHARGES**

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

### **6.3 PAYMENT TO VENDORS**

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFQ. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFQ and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFQ pricing sheets. When applicable, invoices should reference the appropriate RFQ price sheet line number from the contractor's bid quote. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at [www.nj.gov/treasury/purchase/forms/Vendor\\_Timesheet.xls](http://www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls); and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

### **6.4 OPTIONAL PAYMENT METHOD: P-CARD**

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using

the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

#### **6.5 NEW JERSEY PROMPT PAYMENT ACT**

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by State agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

#### **6.6 AVAILABILITY OF FUNDS**

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

### **7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS**

The provisions set forth in this Section 7 of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

#### **7.1 PROCUREMENT OF RECOVERED MATERIALS**

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
  - 1. Paper and paper products listed in 40 C.F.R. 247.10;
  - 2. Certain vehicular products as listed in 40 CFR 247.11;
  - 3. Certain construction products listed in 40 C.F.R. 247.12;
  - 4. Certain transportation products listed in 40 C.F.R. 247.13;
  - 5. Certain park and recreation products, 40 C.F.R. 247.14;
  - 6. Certain landscaping products listed in 40 C.F.R. 247.15;
  - 7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
  - 8. Other miscellaneous products listed in 40 C.F.R. 247.17.
  
- B. As defined in 40 CFR 247.3, "recovered material" means:

1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
  - a. Postconsumer materials such as --
    - i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
    - ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
  - b. Manufacturing, forest residues, and other wastes such as --
    - i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
    - ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
    - iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
    - iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
    - v. Fibers recovered from waste water which otherwise would enter the waste stream.

- C. For contracts in an amount greater than \$100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed in subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, the contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

## **7.2 EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### **7.3 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED**

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is

otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### **7.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **7.5 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### **7.6 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED**

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### **7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **7.8 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## EXHIBIT A

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

#### GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.



In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

## EXHIBIT B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

### CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the

individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## **EXECUTIVE ORDER NO. 151 REQUIREMENTS**

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.